

## EXHIBIT "A"

## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

HOUSEHOLD REALTY CORPORATION  
3800 NORTH CENTRAL AVE  
SUITE #0200  
PHOENIX AZ 85012

BORROWERS (called "You", "Your")

HAYNES, WILLIE  
SS# 527154388  
2241 E PLEASANT LN  
PHOENIX AZ 85040

LOAN NO:

DATE OF LOAN 01/11/2005	FIRST PAYMENT DUE DATE 02/11/2005	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 01/11/2035	CONTRACT RATE (per year) 8.490 %
AMOUNT FINANCED \$ 134,999.32		PRINCIPAL \$ 140,035.58		
		CLOSING FEE \$ 135.00		OFFICIAL FEE \$ 10.00
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE			
RELI INS PREMIUM \$ NONE				
		ORIGINATION FEE/POINTS \$ 4,901.24		
FIRST INSTALLMENT \$ 1,075.77	MONTHLY INSTALLMENT \$ 1,075.77	TERM PERIOD 360		
				PREPAYMENT PENALTY YES

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.  
YES Hazard insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.

(See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

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1ST MTG  
OPT PPP

## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you shall pay us the Principal (Amount Financed plus Points and Closing Fee) plus Interest and any monthly insurance premium, if elected, (all shown on page one) computed by the simple interest method on unpaid balances of Principal at the Contract Rate (subject to any adjustment under the Adjustment to Contract Rate section below), until fully paid. The term Points means the sum of the Origination Fee (Points) shown on page one. Payments are applied in the following order: late charges, interest at the Contract Rate for the actual time outstanding, principal, and insurance. For any past due amounts, payments will be applied to the most delinquent monthly installment first, in the same order shown above, until all past due monthly installments are paid in full. You will pay in monthly payments as adjusted and stated on page one, at our business address on page one or other address given to you. If more than one Borrower is named on page one, we may enforce this contract against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**INTEREST COMPUTATION.** Each payment will be first applied to Interest at the Contract Rate as adjusted, for the actual time outstanding, and the remainder to your unpaid Principal.

**ADJUSTMENT TO CONTRACT RATE.** The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25) beginning with the thirteenth (13th) month after every twelve (12) consecutive month period where all payments were made in full within 30 days of their due date. Up to maximum of twelve (12) Contract Rate reductions are available during the term of the loan. For each Contract Rate reduction, the monthly installment payment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly payment after four periods of delinquency. A "period of delinquency" begins when you fail to make a payment in full within 30 days of the due date and ends when you have no payments that are outstanding for more than 30 days past their due date.

**DATE ON WHICH FINANCE CHARGE BEGINS.** If you do not cancel this loan according to your "Notice of Right to Rescind," the date on which Finance Charge begins, payment dates, and effective date of optional credit insurance purchased are postponed by the number of days from this Agreement's date to date you receive this loan.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** Subject to the Prepayment Penalty described below, you may prepay any or all of your loan at any time. In any event, if you fully pay before the final payment due date, the amount you owe will be reduced by unearned credit insurance charges, if any. If you prepay before the final due date, Points and Closing Fee are fully earned when this loan is made and you will not receive a refund of that part of the Finance Charge consisting of Points and Closing Fee.

**PREPAYMENT PENALTY.** If "YES" is printed in the Prepayment Penalty box on page one of this Agreement, you agree to the following penalty. If you prepay in full within two (2) years of the date of this loan shown on page one, you agree to pay a prepayment penalty equal to six (6) months interest at the Contract Rate (as stated on page one) of the unpaid principal balance. No prepayment penalty will be imposed (a) if this loan is refinanced by another loan with us; (b) after two (2) years; (c) if the loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

**LATE CHARGE.** If you do not pay any required Minimum Monthly Payment within 10 days after it is due, you agree to pay a late charge equal to the greater of \$25 or 5% of the Minimum Monthly Payment due (excluding any unpaid late charges and amounts due from prior billing cycles).

**BAD CHECK CHARGE.** If you give us a check that is returned unpaid, you will pay a \$25 fee.

**SECURITY.** You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

### PROPERTY INSURANCE:

**A. YOUR OBLIGATION TO INSURE.** You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the property as outlined below.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

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LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

**B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE.** You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

**DEFAULT.** If you do not pay on time, fail to keep required insurance in force, are in default under the Mortgage/Deed of Trust, have filed a proceeding under any bankruptcy or similar law, or such a proceeding has been filed against you or have changed your residence since the time this loan was made, after we notify you, but without our need to demand payment in full, we may sue you for the total amount you owe.

**CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES.** If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by Applicable Law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents.

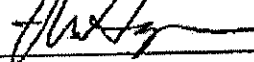
**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** This loan is a federally related loan made at an agreed rate authorized by Section 501 (a), Part A, Title V, Public Law 96-221, now known as Section 1735f-7(a), Title 12, United States Code.

YOU HAVE READ AND RECEIVED A  
COMPLETED COPY OF THIS  
AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

 (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

WITNESS:



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**ALLONGE**

**THIS ALLONGE IS TO BE PART OF THE NOTE**

**LOAN NUMBER:** 

**DATE OF NOTE:** 01/11/2005

**LENDER ON NOTE:** HOUSEHOLD REALTY CORPORATION


**BORROWER(S):** WILLIE HAYNES AND GRETA A HAYNES, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

**PROPERTY ADDRESS:** 2241 E PLEASANT LN PHOENIX, AZ 85042

**LOAN AMOUNT:** \$140035.56

**PAY TO THE ORDER OF:**  
\_\_\_\_\_

**WITHOUT RECOURSE**

By:   
SHAWN MITCHELL, ASSISTANT VICE PRESIDENT of DLJ MORTGAGE CAPITAL, INC., BY SELECT PORTFOLIO SERVICING, INC. AS ATTORNEY IN FACT